

**WEINSTEIN**  **properties**®

03/07/2018

**Address:** 143-E Friendly Drive Hampton, VA 23605-1266

THIS is an Addendum to the Lease Agreement between:

**Landlord:** Northampton Village Assoc., LC, trading as Abbington at Northampton Apartments

**Tenant(s):** 

**Agent:** Weinstein Management Company, Inc., a Virginia Corporation

**1. Reason for Addendum.** In order to balance the needs of Landlord and Tenants and allow Tenants that are service members in military service with the Army, Navy, Air Force, Marines or Coast Guard (whether on active duty with the regular armed services, National Guard or Reserves) or commissioned officers of the Public Health Service or the National Oceanic and Atmospheric Administration (collectively "Servicemember") to meet their military service obligations and, further, in order to comply with the requirements of the U.S. Servicemembers' Civil Relief Act ("SCRA") and the Virginia Residential Landlord Tenant Act ("VRLTA"), Landlord and each Tenant have executed this Addendum.

**2. Military Status; Notice Requirement.** The undersigned Tenant is or [X] is not a Servicemember entitled to benefits under the SCRA. Tenant agrees to notify Landlord at any time, if and when Tenant's military status changes, they are required to go on temporary duty ("TDY") for three (3) months or more, they receive orders for a permanent change of station ("PCS") or their duty station changes or is scheduled to change, or if Tenant's military duties otherwise interfere or reasonably may interfere with Tenant's duties and obligations under the Lease.

**3. TDY and PCS.** Tenant acknowledges that Para. #8 of the Lease requires that Tenant notify Landlord if Tenant is not going to occupy the property or be away from the property for more than seven (7) consecutive calendar days, even if Tenant goes on TDY or receives orders for a PCS. If such event(s) occur, Tenant shall timely notify Landlord prior to such TDY or PCS (except in emergency situations) and make suitable arrangements to ensure that the remaining terms and conditions of Tenant's Lease are satisfied. Specifically, Tenant is reminded of their duty to timely pay any and all rent due, protect the property, and keep the property secured.

**4. Waiver of SCRA; Non-Waiver of VRLTA Rights.** In accordance with SCRA § 517 (as amended or replaced from time to time) Tenant hereby waives all rights, duties and liabilities of any kind under the U.S. Servicemembers' Civil Relief Act, including but not limited to those provisions relating to automatic stays of proceedings for eviction, for nonpayment of rent or other breach of the Lease. This waiver shall not be deemed or construed to reduce or adversely affect Tenant's rights reserved under the VRLTA, namely Va. Code Ann. § 55-248.21:1 (Early Termination of Rental Agreement by Military Personnel), including but not limited to Tenant's right to terminate the Lease early if certain conditions relating to TDY or PCS occur.

**5. No other change.** All other rights, duties and obligations of Landlord and Tenant set forth in the Lease shall remain unchanged and in full force and effect.

The undersigned have read, understand, and will comply with this Addendum.

WEINSTEIN MANAGEMENT CO, INC., Managing Agent for

Landlord

Date: 03/17/2018

  
\_\_\_\_\_  
Signature

Signature

Tenant – Printed Name

Date: 03/12/2018

Tenant – Signature